

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET Patent and Trademark
TRADEMARKS ONLY

08-01-2003



To the Honorable Commissioner of Patents and Trademarks. P

or copy thereof.

1. Name of Party(ies) conveying an interest: 7-36-03

102514599

receiving an interest:

SOUTHERN STAR CONCRETE, INC.
8505 Freeport Parkway, Suite 200
Irving, Texas 75063

THE CIT GROUP/BUSINESS CREDIT, INC.
1211 Avenue of the Americas
New York, New York 10036

- Individual(s)
- General Partnership
- Corporation -Delaware
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation -New York
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:
- Assignment
 - Security Agreement
 - Other
 - Change of Name
 - Merger

- If not domiciled in the United States, a domestic representative designation is attached:
- Yes
 - No

Effective Date: July 18, 2003

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)
78/266,651 and 78/269,102

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kyle Volluz, Esq.
Baker Botts L.L.P.

Street Address: 2001 Ross Avenue, Suite 600

City: Dallas

State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed or authorized to be charged: \$65.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
50-2147

DO NOT USE THIS SPACE

07/31/2003 DBYRNE 00000141 78266651

01 FC:8521 40.00 DP

02 FC:8522 25.00 DP

2003 JUL 30 AM 5:30
OPR/FINANCE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

B. K. Drinkwater
Name

B. K. Drinkwater
Signature

July 22, 2003
Date

Total number of pages including cover sheet

5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Southern Star Concrete, Inc., a Delaware corporation (herein called "Grantor"), owns certain "Trademarks" (as defined below); and

WHEREAS, Grantor, certain affiliates of Grantor, and The CIT Group/Business Credit, Inc. (herein, together with its successors and assigns, called "Grantee") are parties to a Financing Agreement dated as of July 18, 2003 (herein, as from time to time amended, supplemented, or restated, called the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings given them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the benefit of Grantee and Lenders a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all


documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18th day of July, 2003.

SOUTHERN STAR CONCRETE, INC.

By: 
Gary Bullock
President

Acknowledged:

THE CIT GROUP/BUSINESS CREDIT, INC., as administrative agent

By: 
C. Graham Sones
Assistant Vice President

STATE OF TEXAS

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COUNTY OF DALLAS

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BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Gary Bullock as President of Southern Star Concrete, Inc., a Delaware corporation, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 18th day of July, A.D., 2003.



[SEAL]

Tanice E. Palacios

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF DALLAS

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BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared C. Graham Sones as Assistant Vice President of The CIT Group/Business Credit, Inc., a New York corporation, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 21 day of July, A.D., 2003.



[SEAL]

Shannon Conway

Notary Public, State of Texas

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Southern Star Materials, Inc.	78/266651	June 24, 2003
Southern Star Concrete, Inc.	78/269102	July 1, 2003